

Attachment C: Specifications

SWC 439 – Dental Supplies and Equipment

Event #32110-10840

1. Purpose

The State of Tennessee currently maintains and is seeking through this Invitation to Bid (ITB) to establish a statewide contract for Dental Supplies and Equipment (Statewide Contract #439) for all Tennessee State Agencies and Authorized Users. Authorized users are not required to utilize Statewide Contracts but they may do so at their discretion. Contractors, however, are required to work with Authorized Users who wish to utilize the contract and may not claim exemption from this requirement. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

Authorized Users include:

- a.) all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b.) Tennessee local governmental agencies;
- c.) members of the University of Tennessee or Tennessee Board of Regents systems;
- d.) any private nonprofit institution of higher education chartered in Tennessee; and,
- e.) any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

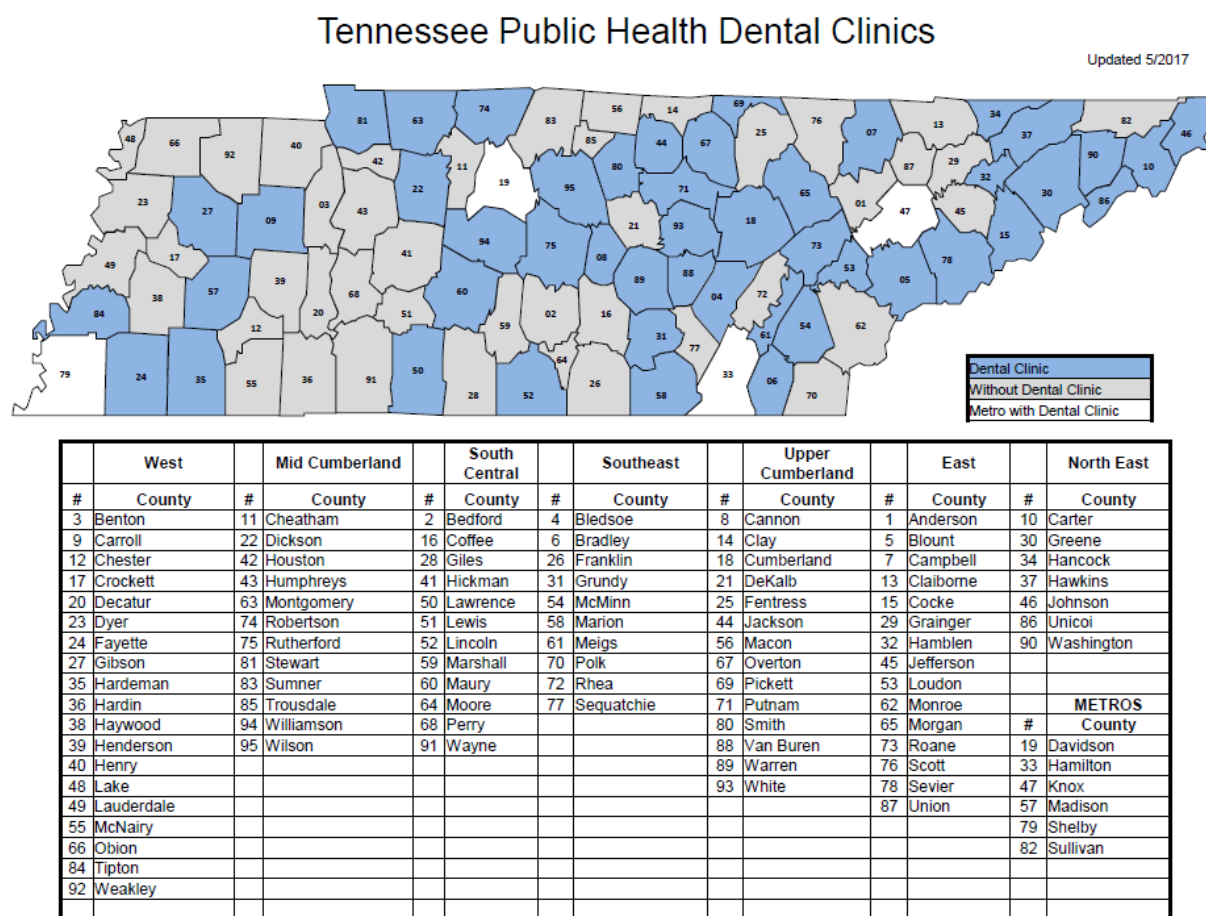
Authorized users are not required to utilize Statewide Contracts but they may do so at their discretion. Contractors, however, are required to work with Authorized Users who wish to utilize the contract. The awarded Supplier agrees to extend services under this contract to all authorized contract users at the same price and under the same terms and conditions offered in this bid.

2. Scope and Standards

The State of Tennessee primarily uses dental supplies and equipment at the Tennessee Department of Health's Public Health Dental Clinics and at the Tennessee Department of Corrections Correctional Facility Clinics. The Department of Health provides clinical dental services to segments of the population that would otherwise not receive care. This includes children under the age of twenty-one (21) that are uninsured, children who are enrolled in TennCare, and emergency care and limited continued dental care

for uninsured adults (individuals over the age of twenty-one (21)). The Department of Health's Dental Clinics are housed within local health departments and are located in fifty-three (53) of eighty-nine (89) rural counties and in four (4) of the six (6) metropolitan regions (see Figure 1: Map of Tennessee Public Health Dental Clinics below for reference). Clinical dental services are provided at facilities on a part-time or full-time basis, depending on the location. The Department of Health is also responsible for the Public Health Nurse's Fluoride Varnish Program. This program is offered in all ninety-five (95) counties at the one hundred twenty six (126) public health departments across the state. The nurses provide oral health screenings and fluoride varnish application for children ages zero (0) to twenty-one (21).

Figure 1: Map of Tennessee Public Health Dental Clinics



Corrections Health Services sets the policy standards for the delivery of offender health care and evaluates the care provided throughout the Tennessee Department of Correction (TDOC) system. Health Services performs extensive medical and dental screenings on all offenders immediately upon arrival at intake facilities. Tennessee's correctional health care system is a multidisciplinary approach that offers access to a health care delivery system providing offenders with access to such services as medical and dental sick call,

emergency care, chronic care clinics, medication management, diagnostic tests and procedures, infirmaries, inpatient hospitalization, substance use treatment and specialty services working closely with Mental Health Services to ensure unified delivery of integrated health care.

All Dental Supplies and Equipment shall conform to all applicable standards and specifications of the following:

**U.S. TECHNICAL ADVISORY GROUPS (TAG) AND INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO)
U.S. TAG FOR ISO/TECHNICAL COMMITTEE 106 – DENTISTRY:**

- Sub-TAG 1: Orthodontic & Restorative Materials;
- Sub-TAG 2: Prosthodontic Materials;
- Sub-TAG 3: Dental Terminology;
- Sub-TAG 4: Dental Instruments;
- Sub-TAG 6: Dental Equipment;
- Sub-TAG 7: Oral Hygiene Products;
- Sub-TAG 8: Dental Implants; and
- Sub-TAG 9: Dental CAD/CAM Systems

(Further information about these requirements is available online at <https://www.ada.org/en/science-research/dental-standards/us-tag-for-iso-tc-106-dentistry>)

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) AND THE AMERICAN DENTAL ASSOCIATION (ADA):

- ANSI/ADA Standard No. 1—Alloy for Dental Amalgam
- ANSI/ADA Standard No. 15—Artificial Teeth for Dental Prostheses
- ANSI/ADA Standard No. 17—Denture Base Temporary Relining Resins
- ANSI/ADA Standard No. 19—Dental Elastomeric Impression Materials
- ANSI/ADA Standard No. 28—Root Canal Files and Reamers
- ANSI/ADA Standard No. 30—Dental Zinc Oxide - Eugenol and Zinc Oxide - Non-Eugenol Cements
- ANSI/ADA Standard No. 34—Dental Cartridge Syringes
- ANSI/ADA Standard No. 38—Metal-Ceramic Dental Restorative Systems
- ANSI/ADA Standard No. 39—Pit and Fissure Sealants
- ANSI/ADA Standard No. 43—Electrically Powered Dental Amalgamators
- ANSI/ADA Standard No. 46—Dental Patient Chair
- ANSI/ADA Standard No. 47—Dental Units
- ANSI/ADA Standard No. 48—Visible Light Curing Units
- ANSI/ADA Standard No. 48-2—LED Curing Lights
- ANSI/ADA Standard No. 53—Polymer-Based Crown and Bridge Materials
- ANSI/ADA Standard No. 54—Double-Pointed, Parenteral, Single Use Needles for Dentistry
- ANSI/ADA Standard No. 57—Endodontic Sealing Material
- ANSI/ADA Standard No. 62—Dental Abrasive Pastes
- ANSI/ADA Standard No. 70—Dental X-Ray Protective Aprons and Accessory Devices
- ANSI/ADA Standard No. 73—Dental Absorbent Points

- ANSI/ADA Standard No. 76—Non-Sterile Natural Rubber Latex Gloves For Dentistry
- ANSI/ADA Standard No. 85-Part 1—Disposable Prophylaxis Angles
- ANSI/ADA Standard No. 87—Dental Impression Trays
- ANSI/ADA Standard No. 89—Dental Operating Lights
- ANSI/ADA Standard No. 101—Root Canal Instruments
- ANSI/ADA Standard No. 102—Non-Sterile Nitrile Gloves
- ANSI/ADA Standard No. 103—Non-Sterile Poly Vinyl Chloride Gloves For Dentistry
- ANSI/ADA Standard No. 108—Amalgam Separators
- ANSI/ADA Standard No. 116—Oral Rinses
- ANSI/ADA Standard No. 119—Manual Toothbrushes
- ANSI/ADA Standard No. 120—Powered Toothbrushes
- ANSI/ADA Standard No. 125—Manual Interdental Brushes
- ANSI/ADA Standard No. 131—Dental CAD/CAM Machinable Zirconia Blanks
- ANSI/ADA Standard No. 132—Scanning Accuracy of Dental Chairside and Laboratory CAD/CAM Systems
- ANSI/ADA Standard No. 139—Dental Base Polymers

(Further information about these requirements is available online at <https://www.ada.org/en/science-research/dental-standards/dental-products/products-standards-technical-specifications-and-technical-reports>)

AMERICAN DENTAL ASSOCIATION (ADA):

- ADA Standard No. 26—Dental X-Ray Equipment
- ADA Standard No. 27—Resin-Based Filling Materials

(Further information about these requirements is available online at <https://www.ada.org/en/science-research/dental-standards/dental-products/products-standards-technical-specifications-and-technical-reports>)

The standards, rules and regulations set by the following organizations are applicable and form a part of this document.

3. Quality of Workmanship and Materials

Unit price responses are requested on products or services that equal or exceed the specifications, unless the specifications limit the dimensions, brands, or model of goods or services. The absence of detailed specifications or the omission of detailed descriptions shall mean that only the best commercial practices and only first quality goods and workmanship shall be supplied.

4. Contract Manager

The awarded Supplier(s) shall designate a Contract Manager for the Contract. The Contract Manager will be a single point of contact for the State Contract Administrator and be responsible for addressing broad contract issues and requests brought to them by the State Contract Administrator. The Contract Manager should have the authority and competence to address and correct any issues related to the

implementation of the Contract. The Supplier shall notify the State Contract Administrator in writing within three (3) business days of assigning a new Contract Manager. The State reserves the right to reject the newly assigned Contract Manager and/or request a new Contract Manager at any time as may be required.

5. Delivery

The awarded Supplier(s) prices shall include delivery of all items F.O.B. destination or as otherwise specified by the State within seven (7) business days after receipt of a purchase order (ARO). Delivery of equipment shall not be considered to have occurred until installation has been completed.

6. Installation Requirements

At the request of the state, the vendor shall install both new equipment and replacement parts at locations throughout the state. Installation and testing, when required, shall be complete and turnkey (supplied, installed in a condition ready for immediate use) in accordance with the manufacturer's specifications.

Installation may be required for all hardware, software, replacement hardware, software and/or other related components in conjunction with maintenance and repair performance.

Installation fees should not be included in the price of the item. Installation fees, when requested by the state, shall be billed using the hourly rate contract line item.

The State will not pay for any additional costs resulting from the Contractor not having the correct product for the success of the installation on the State's site.

7. Exceptions or New Terms or Conditions

Exceptions to terms and conditions or new terms and conditions proposed by the respondent that vary from this ITB may, in the discretion of the State, render the response nonresponsive. A response deemed nonresponsive will not be considered for an award of a contract.

8. Multiple Listing Contract Award

Separate contracts shall be awarded to the lowest three (3) responsive and responsible bidder(s) whose response meets the requirements and criteria set forth in the Invitation to Bid. Upon award, agencies and authorized users should review all Core Product List(s) pricing and catalog discounts prior to purchase. If three (3) contracts are not awarded, agencies and authorized users shall work with either one (1) or two (2) contract suppliers using the multiple award concept described above. The State reserves the right to award to all/none/or some of the respondents if such action would be in the best interest of the State.

9. Warranty

Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract

shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge. Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

10. Warranty for Resale of Goods

For all goods provided under this Contract, Contractor shall pass-through to the State any manufacturers' warranties. In addition, for a period of one (1) year after any receipt of any goods under this Contract, Contractor expressly warrants that all such goods are: (a) merchantable; (b) of good quality and workmanship; (c) free from defects; (d) in conformity with the intended purpose and for the particular purpose for which they were designed; and (e) in conformity with Contractor's samples, if any.

11. Inspection and Acceptance

The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

12. State of Tennessee Administrative Fee

A one percent (1%) administrative fee will be included in the cost of all goods or services purchased under this Contract. This one percent (1%) administrative fee will be rebated back to the State of Tennessee based on the quarterly contract usage of all Authorized Users. The administrative fee is due to the State no later than forty-five (45) days after the end of the specified reporting period, as detailed below:

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

Contractor shall submit payments to:
Ron Plumb, Director of Financial Management
Department of General Services
22nd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

Quarterly contract usage shall be submitted to:
Maggie Wilson, Contract Administrator
Department of General Services, Central Procurement Office
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Email: CPO.SWC@tn.gov and Maggie.Wilson@tn.gov

13. Additional Lines, Items or Options

At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

- a) After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 1. The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 2. Any pricing related to the new lines, items, or options;
 3. The expected effective date for the availability of the new lines, items, or options; and
 4. Any additional information requested by the State.
- b) The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
- c) To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d) Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.